



2. On July 23, 2019, Frontier removed this case to this Court based on diversity jurisdiction. (Case no. 4:19-cv-02125-NAB, ECF No. 1.)

3. On July 30, 2019, Frontier filed its Partial Motion to Dismiss and Motion to Strike Plaintiffs' Complaint. (Case no. 4:19-cv-02125-NAB, ECF Nos. 7, 8.)

4. On August 22, 2019, before ruling on Frontier's motions, this Court remanded this case to the 21<sup>st</sup> Judicial Circuit Court, St. Louis County, Missouri. (Case no. 4:19-cv-02125-AGF, ECF No. 16.)

5. On January 28, 2020, Plaintiffs filed an Amended Complaint in state court and added Hallmark Aviation Services, L.P. ("Hallmark Aviation") as a defendant to this lawsuit. (Case no. 4:20-cv-00407-MTS, ECF No. 6.)

6. On March 18, 2020, Hallmark Aviation timely removed this case to this Court based on diversity jurisdiction. (ECF No. 1.)

7. On March 20, 2020, Hallmark Aviation filed a Motion to Dismiss and Motion to Strike Plaintiffs' Amended Complaint. (ECF Nos. 10, 11.) On April 16, 2020, Plaintiffs filed their Opposition to Hallmark Aviation's motions. (ECF No. 19.) On April 25, 2020, Hallmark Aviation filed its Reply in support of its motions. (ECF No. 20.)

8. Hallmark Aviation's motions are fully briefed and currently under this Court's consideration.

9. Pursuant to Fed. R. Civ. P. 10(c), Frontier now joins Hallmark Aviation's motions, adopting by reference each and every statement and argument set forth therein.

10. If Hallmark Aviation's motions are granted, Plaintiffs' claims against Frontier should likewise be dismissed because the arguments raised by Hallmark Aviation apply equally to Plaintiffs' claims against Frontier. All of Plaintiffs' claims, including their claim for punitive

damages, are preempted by the Airline Deregulation Act, 49 U.S.C. § 41713(b)(1). Alternatively, Counts II<sup>1</sup> (negligence *per se*), III (failure to use highest degree of care), and IV (intentional tort) should be dismissed because they fail to state viable claims upon which relief can be granted, and Plaintiffs' punitive damages allegations should be stricken because they are insufficiently pleaded and immaterial to this case.

WHEREFORE, Defendant FRONTIER AIRLINES, INC. respectfully prays that this Honorable Court grant its Motion to Join and Adopt Defendant Hallmark Aviation Services, L.P.'s Motion to Dismiss and Motion to Strike, and for any other relief this Court deems necessary and proper.

Date: September 25, 2020

Respectfully submitted,  
**FRONTIER AIRLINES, INC.**

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<sup>1</sup> Plaintiffs have "intentionally omitted" Count I from their Amended Complaint. (ECF No. 6.)

**CERTIFICATE OF SERVICE**

I hereby certify that on September 25, 2020, I caused the foregoing to be electronically filed with the United States District Court for the Eastern District of Missouri using CM/ECF System.

By: /s/ Tara Shelke  
Counsel for Defendant  
FRONTIER AIRLINES, INC.